



City/Town Turnback Agreement			Organization and Address
Agreement Number TB			Section / Location
State Route	Control Section	Region	

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the above named organization, hereinafter called the "CITY".

WHEREAS, the STATE is planning the construction or improvement of a section of state route as shown above, and

WHEREAS, the STATE will abandon a portion of an existing state highway and/or construct, reconstruct, or rearrange certain city streets, frontage roads, access roads, intersections, ramps, crossings, and/or other pertinent features, and

WHEREAS, construction of this facility, including rearranged city streets and other features will necessitate the transfer of jurisdiction from the CITY to the STATE of those rights of way, and

WHEREAS, upon completion of construction of this facility it is necessary to describe the division of responsibility of the STATE and CITY in the ownership, maintenance, and reconstruction of this roadway and other features, and provide for the transfer of rights accordingly.

NOW THEREFORE, by virtue of Title 47.24.010 and 47.52.210, and pursuant to WAC 468-18-050, "Policy on the construction, improvement and maintaining of intersections of state highways and city streets," WAC 468-30-075, "Procedure for transfer of abandoned state highways to cities and towns" and in consideration of the terms, conditions, covenants, and performance contained herein or attached and incorporated and made a part hereof. IT IS MUTUALLY AGREED AS FOLLOWS:

I CITY RIGHT OF WAY

The CITY agrees that the transfer of jurisdiction and/or ownership of all city rights of way needed for the construction of this facility shall be governed by RCW 47.24.010 and/or RCW 47.52.210. Prior to commencement of construction, the STATE will notify the CITY in writing that it will assume jurisdiction and relieve the CITY from all responsibility in the operation, maintenance, and reconstruction thereon until construction is complete.

II ABANDONED STATE HIGHWAY

If a public highway which is or has been a part of the route of a state highway and is no longer necessary as such is to be certified to the CITY, it will be included in the plans marked Exhibit "A," attached hereto and by this reference made a part of this AGREEMENT.

In those cases involving abandonment of a state highway, a joint maintenance inspection by representatives of the STATE and CITY shall be held prior to entering into this AGREEMENT and all agreed to deficiencies, if any, shall be enumerated in detail and included as part of Exhibit "A."

Items of work, if any, which cannot be agreed to prior to executing this AGREEMENT, shall also be enumerated in detail and included as part of Exhibit "A."

III COMPLETION INSPECTION

Upon completion of construction of the facilities covered by this AGREEMENT, an inspection by representatives of the STATE and CITY shall be made to determine that the requirements of this AGREEMENT have been fulfilled.

The CITY, following satisfactory completion of the joint inspection, will provide the STATE a letter agreeing to accept the facilities covered by this AGREEMENT in their present condition.

IV TRANSFER OF JURISDICTION

Subsequent to the completion of construction, opening to public use, and receipt of the CITY's letter of acceptance, the STATE will notify the CITY in writing of its intent to transfer jurisdiction of these features as shown on the attached plans marked Exhibit "A". The CITY agrees to

accept said abandoned highway, rearranged city streets, frontage roads, cul-de-sacs, and other features, including right of way, access control, and other property rights, and to relieve the STATE from all responsibilities in the operation, maintenance, and reconstruction of these features. Exhibit "A" is colored, wherever applicable, as follows:

- Red** Indicates construction and rights of way to be conveyed to the CITY.
- Blue** Indicates easements to be conveyed to the CITY.
- Yellow** Indicates nonoperating properties to be conveyed to the CITY. These properties are considered necessary for the continued maintenance of the areas shown in red and/or blue color.
- Green** Indicates areas within the highway right of way to be maintained and reconstructed by the CITY. Except for snow and ice removal, maintenance and reconstruction of the separation structures shall be the responsibility of the STATE.
- Orange** Indicates access control and access rights to be conveyed to the CITY. These rights may be maintained or disposed of by the CITY and any revenue resulting from said disposal shall be placed in the CITY's street fund and used exclusively for street purposes.
- Brown** Indicates access control and access rights to be conveyed to the CITY. These rights shall be maintained by the CITY and will not be transferred, sold, abandoned, vacated, or otherwise altered or disposed of without prior written approval of the STATE.

V CONVEYANCE

Within six months following the notice to transfer jurisdiction, the STATE will furnish the CITY a recordable conveyance of those features shown in red, blue, yellow,

orange, and/or brown color on the plans marked Exhibit "A". The conveyance will be recorded pursuant to RCW 65.08.095.

The forthcoming instrument will be subject to the following restrictions:

(NO FEDERAL PARTICIPATION)

It is understood and agreed that the above-referenced property is transferred for road/street purposes only, and no other use shall be made of said property without obtaining prior written approval of the grantor. Revenues resulting from any vacation, sale, or rental of this property, or any portion thereof, shall be placed in the grantee's road/street fund and used exclusively for road/street purposes, except that the grantee may deduct the documented direct costs of any such vacation, sale, or rental.

(FEDERAL PARTICIPATION)

It is understood and agreed that the above referenced property is transferred for road/street purposes only, and no other use shall be made of said property without the prior written approval of the grantor. It is also understood and agreed that the grantee, its successors or assigns, shall not revise either the right of way lines or the access control without prior written approval from the grantor, its successors, or assigns. Revenues resulting from any vacation, sale, or rental of this property or any portion thereof, shall: (1) if the property is disposed of to a governmental entity for public use, be placed in the grantee's road/street fund and used exclusively for road/street purposes; or (2) if the property is disposed of other than as provided in (1) above, be shared by the grantee and grantor, their successors or assigns in the same proportion as acquisition costs were shared, except that the grantee may deduct the documented direct costs of any such vacation, sale, or rental.

VI LEGAL RELATIONS

No liability shall attach to the STATE or CITY by reason of entering into this AGREEMENT except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year first above written.

CITY

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By _____

By _____
Region Administrator

Date _____